

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

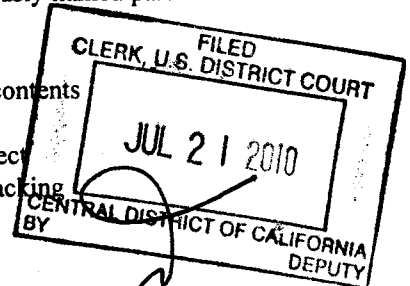
NOTICE OF DOCUMENT DISCREPANCIES

To: ☒ U.S. District Judge ~~CLERK, U.S. DISTRICT COURT~~ Klausner
 From: Michele Murky, Deputy Clerk Date Received: 07-20-10
 Case No.: CV 10-1791 RGK Case Title: St Luke School of Medicine - vs -
Republic of Liberia, et al
 Document Entitled: Letter Brief Regarding Filing
OF reply to Judge Klausner's ORDER OF July 2, 2010 FOR A
brief argument clarifying the basis for the court's
 Upon the submission of the attached document(s), it was noted that the following discrepancies exist:

- ☐ Local Rule 11-3.1 Document not legible
- ☐ Local Rule 11-3.8 Lacking name, address, phone and facsimile numbers
- ☐ Local Rule 11-4.1 No copy provided for judge
- ☐ Local Rule 19-1 Complaint/Petition includes more than ten (10) Does or fictitiously named parties
- ☐ Local Rule 15-1 Proposed amended pleading not under separate cover
- ☐ Local Rule 11-6 Memorandum/brief exceeds 25 pages
- ☐ Local Rule 11-8 Memorandum/brief exceeding 10 pages shall contain table of contents
- ☐ Local Rule 7.1-1 No Certification of Interested Parties and/or no copies
- ☐ Local Rule 6.1 Written notice of motion lacking or timeliness of notice incorrect
- ☐ Local Rule 56-1 Statement of uncontroverted facts and/or proposed judgment lacking
- ☐ Local Rule 56-2 Statement of genuine issues of material fact lacking
- ☐ Local Rule 7-19.1 Notice to other parties of ex parte application lacking
- ☐ Local Rule 16-6 Pretrial conference order not signed by all counsel
- ☐ FRCvP Rule 5(d) No proof of service attached to document(s)

☒ Other: plaintiff represented by counsel

Note: Please refer to the court's Internet website at www.cacd.uscourts.gov for local rules and appropriate forms.



ORDER OF THE JUDGE/MAGISTRATE JUDGE

IT IS HEREBY ORDERED:

- ☐ The document is to be filed and processed. The filing date is ORDERED to be the date the document was stamped "received but not filed" with the Clerk. Counsel* is advised that any further failure to comply with the Local Rules may lead to penalties pursuant to Local Rule 83-7.

Date

U.S. District Judge / U.S. Magistrate Judge

- ☒ The document is NOT to be filed, but instead REJECTED, and is ORDERED returned to *counsel. *Counsel shall immediately notify, in writing, all parties previously served with the attached documents that said documents have not been filed with the Court.

07.21.10

Date

U.S. District Judge / U.S. Magistrate Judge

*The term "counsel" as used herein also includes any pro se party. See Local Rule 1-3.

JERROLL DOLPHIN, M.D.
P.O. BOX 941009
Los Angeles, CA 90064
310-384-4483
IN PRO PER

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ST. LUKE SCHOOL OF
MEDICINE, et al,
Plaintiff,

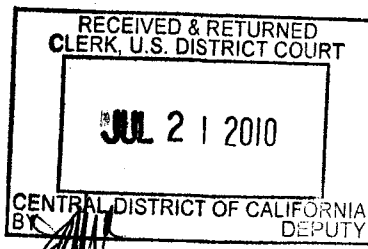
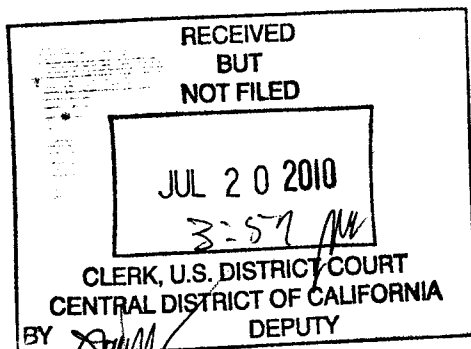
vs.

REPUBLIC OF LIBERIA,
et al,
Defendant

Case No.: 10-CV-1791 RGK (SHx)
PLAINTIFF'S ARGUMENT CLARIFYING
THE BASIS FOR THE COURT'S SUBJECT
MATTER JURISDICTION

DATE: JULY 19, 2010
TIME: 8:30 AM
CRT: 850
JUDGE: Honorable R. Gary Klausner

TO THE HONORABLE R. GARY KLAUSNER, U.S. DISTRICT JUDGE,
Plaintiff hereby, pursuant to the Court's Order of July
2nd 2010, submits his arguments establishing Federal
Question Jurisdiction under 28 USC §§ 1331 and
Diversity Jurisdiction under 28 USC §§ 1332.



1 **TABLE OF AUTHORITIES**

2 **FEDERAL CASES**

3 Dreyfus v. Von Finck, 534 F.2d 24

4
5
6 Abi Jaoudi v. Cigna Worldwide Ins. Co., 1992 U.S. Dist. LEXIS 19257

7
8 **CONSTITUTIONAL PROVISIONS**

9 U.S. Constitution Articles 1, 2, 3, and 6

10 U.S. Constitution Amendments 1, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 14

11
12 **UNITED STATES CODES**

13 28 USC §§ 1331

14 28 USC §§ 1332

1 I. Federal Question Jurisdiction under 28 USC §§ 1331

2 The federal question that gives this court jurisdiction is the application of the Liberian
3 Friendship Treaty. The principle clauses of the Liberian and US Treaty gives the court
4 jurisdiction to decide issues arising pursuant to that treaty as it pertains to St. Luke School of
5 Medicine, Dr. Jerroll Dolphin, and the students and graduates of St. Luke School of Medicine.

6 *Article I*

7 *"The nationals of each of the High Contracting Parties shall be permitted to enter, travel and*
8 *reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to*
9 *engage in professional, scientific, religious, philanthropic, manufacturing and commercial work*
10 *of every kind without interference; to carry on every form of commercial activity which is not*
11 *forbidden by the local law; to own, erect or lease and occupy appropriate buildings and to lease*
12 *lands for residential, scientific, religious, philanthropic, manufacturing, commercial and*
13 *mortuary purposes; to employ agents of their choice, and generally to do anything incidental to*
14 *or necessary for the enjoyment of any of the foregoing privileges upon the same terms as*
15 *nationals of the State of residence or as nationals of the nation hereafter to be most favored by*
16 *it, submitting themselves to all local laws and regulations duly established."*

17
18 *"The nationals of either High Contracting Party within the territories of the other shall not be*
19 *subjected to the payment of any internal charges or taxes other or higher than those that are*
20 *exactd of and paid by nationals of the State of residence."*

21 *"The nationals of each High Contracting Party shall enjoy freedom of access to the courts of*
22 *justice of the other on conforming to the local laws, as well for the prosecution as for the defense*
23 *of their rights, and in all degrees of jurisdiction established by law."*

24
25 *"The nationals of each High Contracting Party shall receive within the territories of the other,*
26 *upon submitting to conditions imposed upon its nationals, the most constant protection and*
27 *security for their persons and property, and shall enjoy in this respect that degree of protection*
28

1 *that is required by international law. Their property shall not be taken without due process of*
 2 *law and without payment of just compensation."*

3 *"Nothing contained in this Treaty shall be construed to affect existing statutes of either of the*
 4 *High Contracting Parties in relation to emigration or to immigration or the right of either of the*
 5 *High Contracting Parties to enact such statutes, provided, however, that nothing in this*
 6 *paragraph shall prevent the nationals of either High Contracting Parties from entering,*
 7 *traveling and residing in the territories of the other Party in order to carry on international*
 8 *trade or to engage in any commercial activity related to or connected with the conduct of*
 9 *international trade on the same terms as nationals of the most-favored nation."*

10 *Article II*

11 *"The dwellings, warehouses, manufactories, shops, and other places of business, and all*
 12 *premises thereto appertaining of the nationals of each of the High Contracting Parties in the*
 13 *territories of the other, lawfully used for any purposes set forth in Article I, shall be respected. it*
 14 *shall not be allowable to make a domiciliary visit to, or search of any such buildings and*
 15 *premises, or there to examine and inspect books, papers or accounts, except under the*
 16 *conditions and in conformity with the forms prescribed by the laws, ordinances and regulations*
 17 *for nationals of the State of residence or nationals of the nation most favored by it."*

18 **Dreyfus v. Von Finck, 534 F.2d 24**

19
 20
 21 Plaintiff foreign Jew alleged that defendant West German citizens wrongfully confiscated
 22 property in Germany in 1938. Plaintiff claimed jurisdiction under 28 U.S.C.S. § 1331 for conduct
 23 violating several treaties and jurisdiction under 28 U.S.C.S. § 1350 for violations of the law of
 24 nations. The lower court held that plaintiff failed to state a claim, and the court affirmed. The
 25 court held that § 1331 dealt with treaties between the United States and other nations, and that
 26 the treaties between the United States and other nations relied upon by plaintiff only governed
 27 relations between the sovereign nations and did not create any private rights of action applicable
 28 to plaintiff. Similarly, the court ruled that § 1350 dealt with international law and that generally

1 international law did not create a private right of action. In particular, the court held that
 2 international law did not create private rights of action when the aggrieved party, as was the
 3 plaintiff, was a national in the acting state at the time of the wrongdoing.

4 Contrary to Dreyfus, the Liberian Treaty does create private rights of action applicable to the
 5 plaintiffs in its Articles I, and II, cited above. A dozen different general causes of action against
 6 the defendants from violations of the Liberian Treaty. Please see below.

7
 8
 9 **Abi Jaoudi v. Cigna Worldwide Ins. Co., 1992 U.S. Dist. LEXIS 19257**

10 The plaintiff, The Abi Jaoudi and Azar Trading Corporation ("AJA"), cause of action sued the
 11 Cigna Worldwide Insurance Company. What is pertinent to this lawsuit is that Treaties are
 12 considered self-executing unless "the agreement manifests an intention that it shall not become
 13 effective as domestic law without the enactment of implementing legislation, or in those rare
 14 cases where implementing legislation is constitutionally required." Rainbow Navigation, Inc. v.
 15 Department of Navy, 686 F.Supp. 354 (D.D.C. 1988). Courts have held that friendship,
 16 commerce and navigation treaties are self-executing treaties, that is, they need no implementing
 17 legislation. Spieß v. C. Itoh & Company (America), Inc., 643 F.2d 353 (5th Cir. 1981); Zenith
 18 Radio Corp. v. Matsushita Electric Industrial Co., Ltd., 494 F.Supp. 1263 (E.D.Pa. 1980). The
 19 Liberian Treaty, gives no indication that it required implementing legislation before it became
 20 law, thus, the court views the Liberian Treaty as self-executing. However, because the Liberian
 21 Treaty is self-executing, the inquiry into whether it confers jurisdiction upon the federal courts
 22 does not end.

23
 24 One of AJA's theories was that the court had subject matter jurisdiction under art. III, § 2, cl. 1 of
 25 Constitution because the claim "arises under" the Liberian treaty. This theory was rejected
 26 because AJA did not "attempt to delineate the direct relationship between its claim and the treaty
 27
 28

under which it allegedly arises." Indeed, AJA's claim does not arise out of a claim of rights violated under the Liberian Treaty.

St. Luke School of Medicine's (SLSOM) case significantly differs from that of AJA in that the Plaintiffs' claims of rights arise out of violations of the Liberian Treaty. After not paying bribes, plaintiff Dr. Jerroll Dolphin suffered constant and serious harassment from Liberian government officials such as threats of incarceration, fines, penalties. He suffered the loss of the value of his property (St. Luke School of Medicine) and income from his business. His passport was taken from him on two occasions by Liberian officials. He was not permitted to leave Liberia for more than 8 months without being charged for a crime. Even after he sued the Liberian government in the Liberian Supreme Court (2005) and Civil Court (2006), corrupt Liberian officials have prevented SLSOM and he from obtaining final judgments in both courts. The former Liberian Minister of Justice in 2005-2005, Kabinah Janeh, was sued by the Plaintiffs in their Supreme Court "Writ of Prohibition" in 2005. Now, Janeh, is an Associate Justice of the Supreme Court. He refuses to recuse himself from the proceedings of this case. He has not scheduled SLSOM's final judgment hearing in the Supreme Court of Liberia since 2007.

Liberian officials violated the Liberian Treaty in the following ways:

1. *"The nationals of each of the High Contracting Parties shall be permitted to enter, travel and reside in the territories of the other"*
 - (a) Dr. Dolphin was denied the opportunity to leave Liberia on 3 occasions (1) Easter Friday in March 2005; (2) April 14, 2005; and June 2009 as he tried to leave Liberia at Roberts International Airport.
 - (b) Several foreign SLSOM staff members were arrested in Liberia on several occasions without due cause.
 - (c) Students and graduates of SLSOM were threatened with arrest and prosecution on more than 6 occasions by Liberian officials.

2. *"to engage in professional, scientific, religious, philanthropic, manufacturing and commercial work of every kind without interference"*

- (a) SLSOM (owned by American and Liberia citizens) was denied the opportunity to operate by constant harassment, fraud, and libel conducted by Liberian officials and furthered in the United States by the defendants ECFMG-FAIMER, Dr. George Gollin, the University of Illinois, the Oregon Office of Degree Authorization, other not yet named as defendants such as Alan Contreras and Dr. Brad Schwartz, hereafter referred to as the defendants, other not yet named as defendants.
- (b) Dr. Dolphin was denied the opportunity to work and conduct business in Liberia by constant harassment, fraud, and libel conducted by Liberian officials and furthered in the United States by the defendants.
- (c) The students and graduates of SLSOM were denied the opportunity to obtain an education from SLSOM (denial of civil rights); their lawfully earned certificates were revoked, denied, or suspended as a result of the constant harassment, fraud, and libel conducted by Liberian officials and furthered in the United States by the defendants.

3. *"to carry on every form of commercial activity which is not forbidden by the local law"*

- (a) Although SLSOM corporate charter was established by law in Liberia, Liberian officials denied the SLSOM, Dr. Jerroll Dolphin, and the students and graduates of SLSOM, hereafter referred to as the Plaintiffs, of their rights to do business in Liberia in accordance to Liberian law.
- (b) Dr. Jerroll Dolphin, lawful graduates of SLSOM, and other qualified medical practitioners from the United States and other nations had their licenses unlawfully revoked by the Liberian Medical Board without due process.

4. *"erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes"*

- 1 (a) Officers of the Ministry of Health conspired with SLSOM's landlord, Rebecca J.
2 Moore, an employee of the Ministry of Health, to violate the quiet enjoyment of
3 their 5-year lease from the landlord.
- 4 (b) Despite having won a judgment against the landlord, Liberian police have refused
5 to enforce the court order to evict the landlord from SLSOM's building.
- 6 5. *"to employ agents of their choice, and generally to do anything incidental to or necessary*
7 *for the enjoyment of any of the foregoing privileges upon the same terms as nationals of*
8 *the State of residence"*
- 9 (a) Liberian officials conspired to prevent SLSOM's hiring of almost 2-dozen
10 professors of medicine in 2005 and 2006.
- 11 (b) Liberian officials conspired to send a fraudulent document to the ECFMG-
12 FAIMER in April 2005, the result of which was the removal of SLSOM from the
13 IMED.
- 14 (c) Liberian officials have conspired with other defendants to violate the civil rights
15 of each and every one of the Plaintiffs, jointly and severally, in Liberia and the
16 United States.
- 17 6. *"The nationals of either High Contracting Party within the territories of the other shall*
18 *not be subjected to the payment of any internal charges or taxes other or higher than*
19 *those that are exacted of and paid by nationals of the State of residence."*
- 20 (a) Liberian officials demanded bribes from SLSOM and Dr. Jerroll Dolphin.
- 21 (b) After Dr. Dolphin's refusal, also on behalf of SLSOM, Liberian officials began to
22 falsely lambast SLSOM and Dr. Jerroll Dolphin in the press and other media in an
23 effort to "shakedown" the Plaintiffs.
- 24 (c) Even after the Supreme Court order to restore SLSOM to "status quo ante",
25 Liberian officials demanded extraordinary payments from the Plaintiffs to
26 complete their unfinished documentation.
- 27
- 28

7. *"The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law."*

- (a) Since November 2006, SLSOM has not had access to the civil court of Liberia to obtain a final judgment after obtaining a "Clerk's Certificate" in its \$120,000,000 USD "Damages for Wrong" lawsuit in the Republic of Liberia.
- (b) Since June 2007, SLSOM has not had access to the Supreme Court for a final judgment after obtaining a "Clerk's Certificate" in its "Writ of Prohibition" lawsuit in the Republic of Liberia. This primarily due to the opposition of Associate Justice Kabinah Janeh, who was a defendant (Minister of Health) in the original lawsuit (2005), Janeh also participated in an unlawful raid at the SLSOM campus with more than 20 Liberian National Police Officers in July 2005.

8. *"The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property,"*

- (a) Mohammed Sheriff, using the color of law, forced Dr. Dolphin, against his will to show the SLSOM campus to reporters by use of threat of prosecution, in February 2005.
- (b) Officials of the Liberian Medical Board in March 2005 wrote a letter with false statements after their inspection of the SLSOM campus, then they lambasted Dr. Dolphin and the SLSOM campus at an official press conference at the Ministry of Health building in Monrovia, a week later, state that St. Luke School of Medicine "does not exist" in Liberia.
- (c) The National Commission on Higher Education (NCHE), of the Ministry of Education of the Republic of Liberia, sent three documents to the ECFMG in January, March, and April 2005, stating that there they had inspected the campus of SLSOM, and it had computers, microscopes, new medical books, and other

equipment. Then in April 2005, they send a fraudulent letter to the ECFMG stating that SLSOM is a "computer school" and that it "does not exist".

(d) The accreditation that SLSOM had enjoyed from August 2000 in Liberia was taken away without due process of law in 2004, and again in 2005 by the NCHE on false pretenses usurping the right of the Supreme Court and the Congress of Republic of Liberia.

(e) The campus of SLSOM was raided by the Minister of Justice, the Minister of Information, Mohammed Shariff, and more than 20 Liberian National Police on July 21, 2005, without a warrant or due cause.

9. *"Their property shall not be taken without due process of law and without payment of just compensation"*

(a) In March 2005, Dr. Bensen Barh of the Liberian Medical Board announced at a press conference that SLSOM is illegal. SLSOM's officers and staff should be arrested. Its students and graduates should be arrested. Its equipment and bank accounts should be seized. All these threats without due process of law, and without just compensation.

(b) Officials of the Liberian Medical Board in March 2005 wrote a letter with false statements after their inspection of the SLSOM campus, then they lambasted Dr. Dolphin and the SLSOM campus at an official press conference at the Ministry of Health building in Monrovia, a week later, state that St. Luke School of Medicine "does not exist" in Liberia. The accreditation of SLSOM was taken away without due cause and without just compensation. The certificates and examination scores of the students and graduates of SLSOM were denied, revoked, and discredited by the ECFMG-FAIMER without due cause or just compensation. Licenses of more than a dozen graduates of SLSOM in the United States and worldwide were denied or revoked without due cause or just compensation as a result of the action of the NCHE.

(c) In April 2005, Mohammed Sheriff of the National Transitional Legislative Assembly (NTLA) announced that the President Jyude Bryant had signed an executive order declaring that SLSOM is illegal. SLSOM's officers and staff will be arrested. Its students and graduates will be arrested. Its equipment and bank accounts will be seized. All these threats without due process of law, and without just compensation. The campus of SLSOM was raided by the Minister of Justice, the Minister of Information, Mohammed Shariff, soon thereafter with more than 20 Liberian National Police on July 21, 2005, without a warrant or due cause.

(d) In July 2005, Mohammed Sheriff of the National Transitional Legislative Assembly (NTLA) announced that the President Jyude Bryant had signed an executive order declaring that SLSOM is illegal. SLSOM's officers and staff will be arrested. Its students and graduates will be arrested. Its equipment and bank accounts will be seized. All these threats without due process of law, and without just compensation. The campus of SLSOM was raided by the Minister of Justice, the Minister of Information, Mohammed Shariff, soon thereafter with more than 20 Liberian National Police on July 21, 2005, without a warrant or due cause.

10. *"that nothing in this paragraph shall prevent the nationals of either High Contracting Parties from entering, traveling and residing in the territories of the other Party in order to carry on international trade or to engage in any commercial activity related to or connected with the conduct of international trade on the same terms as nationals of the most-favored nation"*

(a) Dr. Dolphin was denied the opportunity to leave Liberia on 3 occasions (1) Easter Friday in March 2005; (2) April 14, 2005; and June 2009 as he tried to leave Liberia at Roberts International Airport.

(b) Several foreign SLSOM staff members were arrested in Liberia on several occasions without due cause.

(c) Students and graduates of SLSOM were threatened with arrest and prosecution on more than 6 occasions by Liberian officials.

11. *"The dwellings, warehouses, manufactories, shops, and other places of business, and all premises thereto appertaining of the nationals of each of the High Contracting Parties in the territories of the other, lawfully used for any purposes set forth in Article I, shall be respected."*

(a) Mohammed Sheriff, using the color of law, forced Dr. Dolphin, against his will to show the SLSOM campus to reporters by use of threat of prosecution, in February 2005.

(b) Officials of the Liberian Medical Board in March 2005 wrote a letter with false statements after their inspection of the SLSOM campus, then they lambasted Dr. Dolphin and the SLSOM campus at an official press conference at the Ministry of Health building in Monrovia, a week later, state that St. Luke School of Medicine "does not exist" in Liberia.

(c) The National Commission on Higher Education (NCHE), of the Ministry of Education of the Republic of Liberia, sent three documents to the ECFMG in January, March, and April 2005, stating that there they had inspected the campus of SLSOM, and it had computers, microscopes, new medical books, and other equipment. Then in April 2005, they send a fraudulent letter to the ECFMG stating that SLSOM is a "computer school" and that it "does not exist".

(d) The accreditation that SLSOM had enjoyed from August 2000 in Liberia was taken away without due process of law in 2004, and again in 2005 by the NCHE on false pretenses usurping the right of the Supreme Court and the Congress of Republic of Liberia.

(e) The campus of SLSOM was raided by the Minister of Justice, the Minister of Information, Mohammed Shariff, and more than 20 Liberian National Police on July 21, 2005, without a warrant or due cause.

12. *"it shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there to examine and inspect books, papers or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and*

1 *regulations for nationals of the State of residence or nationals of the nation most favored*
 2 *by it."*

3 (a) Mohammed Sheriff, using the color of law, forced Dr. Dolphin, against his will to
 4 show the SLSOM campus to reporters by use of threat of prosecution, in February
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 7 statements after their inspection of the SLSOM campus, then they lambasted Dr.
 8 Dolphin and the SLSOM campus at an official press conference at the Ministry of
 9 Health building in Monrovia, a week later, state that St. Luke School of Medicine
 10 "does not exist" in Liberia.

11 (c) The National Commission on Higher Education (NCHE), of the Ministry of
 12 Education of the Republic of Liberia, sent three documents to the ECFMG in
 13 January, March, and April 2005, stating that there they had inspected the campus
 14 of SLSOM, and it had computers, microscopes, new medical books, and other
 15 equipment. Then in April 2005, they send a fraudulent letter to the ECFMG
 16 stating that SLSOM is a "computer school" and that it "does not exist".

17 (d) The accreditation that SLSOM had enjoyed from August 2000 in Liberia was
 18 taken away without due process of law in 2004, and again in 2005 by the NCHE
 19 on false pretenses usurping the right of the Supreme Court and the Congress of
 20 Republic of Liberia.

21 (e) The campus of SLSOM was raided by the Minister of Justice, the Minister of
 22 Information, Mohammed Shariff, and more than 20 Liberian National Police on
 23 July 21, 2005, without a warrant or due cause.

24
 25 The actions of Liberian officials against SLSOM were criminal and fraudulent. Officials of the
 26 Republic of Liberia, in April 2005, sent the Educational Commission for Foreign Medical
 27 Graduates (ECFMG) a fraudulent document claiming that SLSOM did "not exist" in Liberia and
 28 that SLSOM was a "computer school". The ECFMG immediately removed SLSOM from the

1 International Medical Education Directory (IMED). Up until now, and despite an order of the
2 Liberia Supreme Court, neither have Liberian officials or the ECFMG taken action to restore
3 SLSOM's listing on the IMED. SLSOM has suffered the loss income and loss of reputation from
4 this defamation and fraud. There was fraud committed by Liberian officials who knew that the
5 credentials of SLSOM were valid, and upheld in Liberia Supreme Court, and that they had no
6 authority to claim that an authorized corporation in Liberia does not exist. Furthermore, those
7 same officials knew that SLSOM had been established by law (charter) in Liberia, approved by
8 the Congressional Act and signed by the President, in August 2003.

9
10 Dr. Dolphin suffered a great loss of reputation as a result of the libel, slander, and defamation in
11 Liberia. He endured mental torture at the hands of vicious Liberian officials such as
12 Mohammed Shariff and Dr. Bensen Barh. He was arrested on four occasions by Liberian
13 officials and questioned for hours by them. He was threatened by Shariff, Barh, and other
14 officials of the National Transitional Government, especially those members of the LURD
15 organization such as Kabinah Janneh, now an Associate Justice of the Liberia Supreme Court. Dr.
16 Dolphin's civil rights and privileges guaranteed by the Liberian Treaty were violated. Violations
17 of Treaties are the jurisdiction of the Federal Courts.

18
19 The students and graduates of SLSOM also suffered great loss through the actions of the
20 defendants. As a result of the same extortion, defamation and fraud perpetrated by Liberian
21 officials, and negligently or intentionally furthered by the American defendants, they have
22 suffered the loss of their rights and privileges guaranteed by the laws and the Constitution of the
23 Republic of Liberia, and also guaranteed by the laws and the Constitution of the United States.
24 They have suffered loss of income, loss of employment, loss of reputation. The students and
25 graduates of SLSOM, Dr. Dolphin, and SLSOM have been denied their civil rights guaranteed by
26 the Constitution of the United States. Without due process of law, they are branded as criminals
27 and risk prosecution, sanction, and censure. Consequently, the Federal Question to be decided
28 before this honorable court is established.

II. Diversity Jurisdiction 28 USC §§ 1332

This court has diversity jurisdiction because all of the Plaintiffs and all of the Defendants are citizens of the United States or citizens of the Republic of Liberia. Plaintiffs citizenships are as follows:

No.	Name	Country	Damages
1	Dr. Robert S. Farmer, Jr	USA	\$1,200,000
2	Suleiman Adekunle Omipidan	Nigeria	\$300,000
3	Pauline Ugochi Chilaka	Nigeria	\$50,000
4	Raymond Y Ofori	United Kingdom	\$100,000
5	Dr. Muhammed A.S.M. Al-Anzi	Saudi Arabia	\$1,200,000.00
6	Dr. Sid R. Rogers	USA	\$1,200,000
7	Dr. Karriem S. Watson	USA	\$1,200,000
8	Dr Emmanuel Okoye	Canada	\$1,600,000
9	Dr. Keith Patrick Steinhurst	USA	\$1,600,000
10	Dr. David Belshaw	USA	\$1,200,000
11	Linda Halisky	USA	\$200,000
12	Joseph Aiyegbusi	Nigeria	\$50,000
13	Ken Jordon	USA	\$200,000
14	Larry Lammers	USA	\$500,000
15	Dr. O. B. G. Nmorsi	Nigeria	\$1,200,000
16	Dr. Gbenga Gbayesola	Nigeria	\$600,000
17	Dr. Pius Ndubisi	Nigeria	\$1,200,000
18	Dr. Godwin Okonkwo	Nigeria	\$1,200,000

No.	Name	Country	Damages
19	Dr. Chijioke Ejiogu	Nigeria	\$1,200,000
20	Steve Monday	Nigeria	\$300,000
21	Dr. Robin Ellsworth	USA	\$1,200,000
22	Dr. Miklos Major, III	USA	\$1,200,000
23	Dr. Amin Sain	United Kingdom	\$1,200,000
24	John Toluwani Oladele	Nigeria	\$200,000
25	Dr. Stanley Paul	USA	\$1,200,000
26	Darlington Esemuze	South Africa	\$100,000
27	Victoria Ofele	Nigeria	\$100,000
28	Dr. Mary Hulve	USA	\$1,200,000
29	Dr. Michael Hejazi	USA	\$1,200,000
30	Dr. Peter Kolosky	USA	\$1,200,000
31	Dr. Laurie Berg Kolosky	USA	\$1,200,000
32	Dervanna Troy Mckoy	USA	\$300,000
33	Armand Dixon	USA	\$500,000
34	Carroll Braddy	USA	\$100,000
35	Christopher Sauda	Nigeria	\$200,000
36	Chukwuyem Obia	Nigeria	\$500,000
37	Dr. David Fyles	United Kingdom	\$1,200,000
38	Debrah Berger	USA	\$400,000
39	Felicia Jatto	Nigeria	\$500,000

	No.	Name	Country	Damages
1				
2	40	Robert Hayes	USA	\$300,000
3				
4	41	Dr. James Kyle	USA	\$1,200,000
5	42	Robert Irving	USA	\$300,000
6	43	Dr. Jason Payor	USA	\$1,200,000
7	44	Dr. Jerry Charles	USA	\$1,200,000
8	45	Dr. Kenneth Andronico	USA	\$1,200,000
9				
10	46	M. C. K. Madubuike	USA	\$300,000
11	47	Dr. Manuel Faria	USA	\$1,200,000
12	48	Dr. Masilamony Pauliah	USA	\$1,200,000
13	49	Kathy Menefee	USA	\$600,000
14				
15	50	Rebecca Hopkins	USA	\$300,000
16	51	Dr. Alexandra Schick	France	\$1,200,000
17	52	Dr. Wendy Westbrook	USA	\$1,200,000
18	53	Dr. Yuri Soyferman	USA	\$1,200,000
19				
20	54	Dr. Antwi Boakye	USA	\$1,200,000
21	55	Dr. Astara Burlingame	USA	\$1,200,000
22	56	Dr. David Karam	USA	\$2,400,000
23	57	Dr. Joan Nielsen	USA	\$1,200,000
24	58	Dr. Jonathan Mawere	USA	\$1,200,000
25				
26	59	Dr. Mathew Skaria	USA	\$1,600,000
27	60	Dr. Peace Jessa	USA	\$1,200,000
28				

No.	Name	Country	Damages
61	Dr. Rita Patangia	USA	\$1,600,000
	Does 1 through 99	Worldwide	\$35,000,000
	TOTAL STUDENT AND GRADUATE DAMAGES		\$89,200,000
	Dr. Jerroll Dolphin	USA	\$110,000,000
	St. Luke School of Medicine	Liberia	\$120,000,000
	TOTAL DAMAGES		\$319,200,000

The citizenships of the defendants to the lawsuit are as follows:

No.	Name	Country
1	Republic of Liberia	Liberia
2	Educational Commission for Foreign Medical Graduates	United States of America
3	Foundation for Advancement of Medical Education and Research	United States of America
4	University of Illinois	United States of America
5	Dr. George Gollin	United States of America
6	Oregon Office of Degree Authorization	United States of America
7	MINISTRY OF EDUCATION	Liberia
8	LIBERIAN MEDICAL BOARD	Liberia
9	NATIONAL COMMISSION ON HIGHER EDUCATION	Liberia
10	NATIONAL TRANSITIONAL LEGISLATIVE ASSEMBLY	Liberia

No.	Name	Country
11	DR. ISAAC ROLAND	Liberia
12	MOHAMMED SHERIFF	Liberia
13	DR. BENSON BARH	Liberia
14	ALAN CONTRERAS	United States of America
15	Dr. Brad Schwartz	United States of America

III Conclusion

Plaintiff, Dr. Jerroll Dolphin submits to this honorable court that this court has Federal Question Jurisdiction and Diversity of Citizenship Jurisdiction as illustrated above.

Respectfully Submitted

DATED: July 19, 2010

Sign: 

JERROLL DOLPHIN

Plaintiff in pro per

1 Jerroll B. R. Dolphin
2 P.O. Box 641009
3 Los Angeles, CA 90064
4 310-384-4483
5 In Pro Per

6
7 **United States District Court**
8 **Central District of California**

9 St. Luke School of Medicine, et al,
10 Plaintiff,
11
12 vs.
13 The Republic of Liberia, et al,
14 Defendant(s).

) Case No.: CV 10-01791-RGK
(SHx)

) **LETTER BRIEF REGARDING**
) **FILING OF REPLY TO JUDGE**
) **KLAUSNER'S ORDER OF JULY**
) **2, 2010 FOR A BRIEF**

15 RECEIVED
BUT
NOT FILED

16 JUL 20 2010

17 3:57 PM

LETTER BRIEF

18 CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
BY *[Signature]* DEPUTY

19 **TO THE HONORABLE R. GARY KLAUSNER, U.S. DISTRICT JUDGE,**
20 **Plaintiff hereby, pursuant to the Court's Order of July**
21 **2nd 2010.**

22 I am Dr. Jerroll B. R. Dolphin, plaintiff in St. Luke
23 School of Medicine, et al vs. the Republic of Liberia,
24 et al.

25
26 I met with Attorney Thaddeus J. Culpepper yesterday,
27 July 19, 2010, for the Substitution of Attorney
28

RECEIVED & RETURNED
CLERK, U.S. DISTRICT COURT

JUL 21 2010

1 conference at your honorable court. We discovered that
2 the conference had been cancelled because you rejected
3 his motion to withdraw from this case.

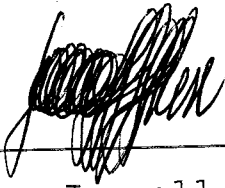
4 We decided that we would work together since your
5 honor had rejected each motion to substitute attorney.
6 Attorney Culpepper promised to submit the Plaintiffs
7 Oppositions to the Motions to Dismiss filed by each and
8 every Defendant, immediately, yesterday. As of this
9 writing, Attorney Culpepper has not done so.

10 I am submitting my reply to your request for
11 clarification of jurisdiction. I pray that it is
12 acceptable to your honor.

13 I pray that if Attorney Culpepper submits the
14 Oppositions to Motions to Dismiss that you also accept
15 them so that we can proceed without prejudice.

16 I sincerely apologize to this honorable court for
17 any inconveniences that our Attorney-Client
18 relationship has caused to this court.

19
20 Respectfully Submitted

21
22 
23
24 _____
25 Dr. Jerroll B. R. Dolphin
26 Plaintiff

27 July 20, 2010
28